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UNITED STATES DISTRICT COURT

FOR THE CENTRAL DISTRICT OF CALIFORNIA

CRYSTAL REDICK, individually
and on behalf of all others similarly
situated,

Plaintiff,

v.

CITIZENS OF HUMANITY, LLC, a
Delaware limited liability company;
and DOES 1 to 10, inclusive,

Defendants.

CASE NO.:

CLASS ACTION COMPLAINT

1. VIOLATIONS OF THE
AMERICANS WITH
DISABILITIES ACT OF 1990, 42
U.S.C. § 12181
2. VIOLATIONS OF THE UNRUH
CIVIL RIGHTS ACT,
CALIFORNIA CIVIL CODE § 51
DEMAND FOR JURY TRIAL

Plaintiff Crystal Redick (“Plaintiff”), individually and on behalf of all others similarly situated, brings this action based upon personal knowledge as to herself and her own acts, and as to all other matters upon information and belief, based upon, *inter alia*, the investigations of her attorneys.

NATURE OF THE ACTION

1. Plaintiff is a visually impaired and legally blind individual who requires screen-reading software to read website content using her computer. Plaintiff uses the terms “blind” or “visually-impaired” to refer to all people with

1 visual impairments who meet the legal definition of blindness in that they have a
2 visual acuity with correction of less than or equal to 20 x 200. Some blind people
3 who meet this definition have limited vision. Others have no vision.

4 2. Plaintiff, individually and on behalf of those similarly situated persons
5 (hereafter “Class Members”) brings this Class Action to secure redress against
6 Citizens of Humanity, LLC (hereafter “Defendant”), and DOES 1-10, for its failure
7 to design, construct, maintain, and operate its website to be fully and equally
8 accessible to and independently usable by Plaintiff and other blind or visually-
9 impaired individuals. Defendant’s denial of full and equal access to its website, and
10 therefore denial of its products and services offered thereby and in conjunction with
11 its physical locations, is a violation of Plaintiff’s rights under the Americans with
12 Disabilities Act (“ADA”) and California’s Unruh Civil Rights Act (“UCRA”).

13 3. Because Defendant’s website, <https://citizensofhumanity.com/> (the
14 “website” or “Defendant’s website”), is not fully or equally accessible to blind and
15 visually impaired consumers in violation of the ADA, Plaintiff seeks a permanent
16 injunction to cause a change in Defendant’s corporate policies, practices, and
17 procedures so that Defendant’s website will become and remain accessible to
18 Plaintiff and other blind and visually impaired consumers.

19 THE PARTIES

20 4. Plaintiff, at all times relevant and as alleged herein, is a resident of the
21 County of Los Angeles. Plaintiff is a legally blind, visually impaired, handicapped
22 person, and a member of a protected class of individuals under the ADA, pursuant
23 to 42 U.S.C. § 12102(1)-(2), and the regulations implementing the ADA set forth
24 at 28 CFR §§ 36.101 *et seq.*

25 5. Defendant is a Delaware limited liability company with its
26 headquarters in Los Angeles, California. Defendant’s servers for the website are in
27 the United States. Defendant conducts a large amount of its business in California
28 and the United States as a whole. The physical locations where Defendant’s goods

1 and services are sold to the public constitute places of public accommodation.
 2 Defendant's stores provide to the public important goods and services. Defendant's
 3 website provides consumers with access to the highest quality denim with "an
 4 elevated style that exudes femininity, naturalness, and a sophisticated ease".
 5 Consumers can access information regarding women's and men's clothing items,
 6 Defendant's commitment to sustainability, Defendant's publication—humanity,
 7 personal account information, shopping cart, women's e-styling sessions, men's e-
 8 styling sessions, returns, exchanges, Defendant's size chart, Defendant's contact
 9 information, Defendant's story, Defendant's store locator, the Humanity Aspen
 10 store, sales and press contacts, gift cards, and email subscriptions.

11 6. Plaintiff is unaware of the true names, identities, and capacities of each
 12 Defendant sued herein as DOES 1 to 10. Plaintiff will seek leave to amend this
 13 complaint to allege the true names and capacities of DOES 1 to 10 if and when
 14 ascertained. Plaintiff is informed and believes, and thereupon alleges, that each
 15 Defendant sued herein as a DOE is legally responsible in some manner for the
 16 events and happenings alleged herein and that each Defendant sued herein as a DOE
 17 proximately caused injuries and damages to Plaintiff as set forth below.

18 7. Defendant's stores are public accommodations within the definition of
 19 Title III of the ADA, 42 U.S.C. § 12181(7).

20 8. The website, <https://citizensofhumanity.com/>, is a service, privilege,
 21 or advantage of Defendant's services, products, and location.

22 JURISDICTION AND VENUE

23 9. This Court has subject matter jurisdiction over the state law claims
 24 alleged in Complaint pursuant to the Class Action Fairness Act, 28 U.S.C. §
 25 1332(d)(2)(A) because: (a) the matter in controversy exceeds the sum of \$5 million,
 26 exclusive of interest and costs; and (b) some of the class members are citizens of a
 27 state (California).

28 10. Defendant is subject to personal jurisdiction in this District. Defendant

has been and continues to commit the acts or omissions alleged herein in the Central District of California, that caused injury, and violated rights prescribed by the ADA and UCRA, to Plaintiff. A substantial part of the acts and omissions giving rise to Plaintiff's claims occurred in the Central District of California. Specifically, on several separate occasions, Plaintiff has been denied the full use and enjoyment of the facilities, goods, and services of Defendant's website in Los Angeles County. The access barriers Plaintiff has encountered on Defendant's website have caused a denial of Plaintiff's full and equal access multiple times in the past and now deter Plaintiff on a regular basis from accessing Defendant's website. Similarly, the access barriers Plaintiff has encountered on Defendant's website have impeded Plaintiff's full and equal enjoyment of goods and services offered at Defendant's brick-and-mortar locations.

11. This Court also has subject-matter jurisdiction over this action pursuant to 28 U.S.C. § 1331 and 42 U.S.C. § 12181, as Plaintiff's claims arise under Title III of the ADA, 42 U.S.C. § 12181, *et seq.*, and 28 U.S.C. § 1332.

12. This Court has personal jurisdiction over Defendant because it conducts and continues to conduct a substantial and significant amount of business in the State of California, County of Los Angeles, and because Defendant's offending website is available across California.

13. Venue is proper in the Central District of California pursuant to 28 U.S.C. § 1391 because Plaintiff resides in this District, Defendant conducts and continues to conduct a substantial and significant amount of business in this District, Defendant is subject to personal jurisdiction in this District, and a substantial portion of the conduct complained of herein occurred in this District.

THE AMERICANS WITH DISABILITIES ACT AND THE INTERNET

14. The Internet has become a significant source of information, a portal, and a tool for conducting business, doing everyday activities such as shopping, learning, banking, researching, as well as many other activities for sighted, blind,

1 and visually impaired persons alike.

2 15. In today's tech-savvy world, blind and visually impaired people have
3 the ability to access websites using keyboards in conjunction with screen access
4 software that vocalizes the visual information found on a computer screen. This
5 technology is known as screen-reading software. Screen-reading software is
6 currently the only method a blind or visually impaired person may use to
7 independently access the internet. Unless websites are designed to be read by
8 screen-reading software, blind and visually impaired persons are unable to fully
9 access websites, and the information, products, and services contained thereon.

10 16. Blind and visually impaired users of Windows operating system-
11 enabled computers and devices have several screen-reading software programs
12 available to them. Some of these programs are available for purchase and other
13 programs are available without the user having to purchase the program separately.
14 Job Access With Speech, otherwise known as "JAWS," is currently the most
15 popular, separately purchased and downloaded screen-reading software program
16 available for a Windows computer.

17 17. For screen-reading software to function, the information on a website
18 must be capable of being rendered into text. If the website content is not capable
19 of being rendered into text, the blind or visually impaired user is unable to access
20 the same content available to sighted users.

21 18. The international website standards organization, the World Wide
22 Web Consortium, known throughout the world as W3C, has published Success
23 Criteria for version 2.1 of the Web Content Accessibility Guidelines ("WCAG 2.1"
24 hereinafter). WCAG 2.1 are well-established guidelines for making websites
25 accessible to blind and visually impaired people. These guidelines are adopted,
26 implemented, and followed by most large business entities who want to ensure their
27 websites are accessible to users of screen-reading software programs. Though
28 WCAG 2.1 has not been formally adopted as the standard for making websites

1 accessible, it is one of, if not the most, valuable resource for companies to operate,
2 maintain, and provide a website that is accessible under the ADA to the public.

3 19. Within this context, the Ninth Circuit has recognized the viability of
4 ADA claims against commercial website owners/operators with regard to the
5 accessibility of such websites. *Robles v. Domino's Pizza, LLC*, 913 F.3d 898, 905-
6 06 (9th Cir. 2019), *cert. denied*, 140 S.Ct. 122, 206 L. Ed. 2d 41 (2019). This is in
7 addition to the numerous courts that have already recognized such application.

8 20. Each of Defendant's violations of the Americans with Disabilities Act
9 is likewise a violation of the Unruh Civil Rights Act. Indeed, the Unruh Civil Rights
10 Act provides that any violation of the ADA constitutes a violation of the Unruh
11 Civil Rights Act. Cal. Civ. Code § 51(f).

12 21. Further, Defendant's actions and inactions denied Plaintiff full and
13 equal access to their accommodations, facilities, and services. A substantial
14 motivating reason for Defendant to deny Plaintiff access was the perception of
15 Plaintiff's disability. Defendant's denial of Plaintiff's accessibility was a
16 substantial motivating reason for Defendant's conduct. Plaintiff was harmed due
17 to Defendant's conduct. Defendant's actions and inactions were a substantial factor
18 in causing the lack of access to Plaintiff. Unruh Civil Rights Act, Cal. Civ. Code §
19 51.

20 22. Inaccessible or otherwise non-compliant websites pose significant
21 access barriers to blind and visually impaired persons. Common barriers
22 encountered by blind and visually impaired persons include, but are not limited to,
23 the following:

- 24 a. A text equivalent for every non-text element is not provided;
- 25 b. Title frames with text are not provided for identification and
- 26 navigation;
- 27 c. Equivalent text is not provided when using scripts;
- 28 d. Forms with the same information and functionality as for sighted

- 1 persons are not provided;
- 2 e. Information about the meaning and structure of content is not
- 3 conveyed by more than the visual presentation of content;
- 4 f. Text cannot be resized without assistive technology up to 200
- 5 percent without loss of content or functionality;
- 6 g. If the content enforces a time limit, the user is not able to extend,
- 7 adjust or disable it;
- 8 h. Web pages do not have titles that describe the topic or purpose;
- 9 i. The purpose of each link cannot be determined from the link text
- 10 alone or from the link text and its programmatically determined link
- 11 context;
- 12 j. One or more keyboard operable user interface lacks a mode of
- 13 operation where the keyboard focus indicator is discernible;
- 14 k. The default human language of each web page cannot be
- 15 programmatically determined;
- 16 l. When a component receives focus, it may initiate a change in
- 17 context;
- 18 m. Changing the setting of a user interface component may
- 19 automatically cause a change of context where the user has not been
- 20 advised before using the component;
- 21 n. Labels or instructions are not provided when content requires user
- 22 input;
- 23 o. In content which is implemented by using markup languages,
- 24 elements do not have complete start and end tags, elements are not
- 25 nested according to their specifications, elements may contain
- 26 duplicate attributes and/or any IDs are not unique;
- 27 p. Inaccessible Portable Document Format (PDFs); and
- 28 q. The name and role of all User Interface elements cannot be

1 programmatically determined; items that can be set by the user
 2 cannot be programmatically set; and/or notification of changes to
 3 these items is not available to user agents, including assistive
 4 technology.

5 **FACTUAL BACKGROUND**

6 23. Defendant offers the <https://citizensofhumanity.com/> website to the
 7 public. The website offers features which should allow all consumers to access the
 8 goods and services which Defendant offers in connection with its physical location.
 9 The goods and services offered by Defendant include, but are not limited to, the
 10 following: Women's apparel such as denim, non-denim, shorts, skirts, tops, jackets,
 11 and jumpsuits; Men's apparel such as denim, non-denim, shorts, jackets, and tops;
 12 Defendant's commitment to sustainability; Defendant's publication—Humanity
 13 No. 14; personal accounts; search bar; and shopping cart. Furthermore, Defendant's
 14 website allows consumers to access information regarding scheduling women's e-
 15 styling sessions; scheduling men's e-styling sessions; Defendant's size chat;
 16 Defendant's contact information; Defendant's biography; Defendant's store
 17 locator; Defendant's Humanity Aspen store; sales and press contacts; gift cards; and
 18 Defendant's newsletter.

19 24. Based on information and belief, it is Defendant's policy and practice
 20 to deny Plaintiff, along with other blind or visually impaired users, access to
 21 Defendant's website, and to therefore specifically deny the goods and services that
 22 are offered and integrated within Defendant's stores. Due to Defendant's failure
 23 and refusal to remove access barriers on its website, Plaintiff and other visually
 24 impaired persons have been and are still being denied equal and full access to
 25 Defendant's stores and the numerous goods, services, and benefits offered to the
 26 public through Defendant's website.

27 ///

28 ///

DEFENDANT’S BARRIERS ON UNRUH CIVIL RIGHTS ACT, CAL. CIV. CODE § 51(f) DENY PLAINTIFF AND CLASS MEMBERS ACCESS

25. Plaintiff is a visually impaired and legally blind person, who cannot use a computer without the assistance of screen-reading software. However, Plaintiff is a proficient user of the JAWS or NV ACCESS screen-reader(s) as well as Mac’s VoiceOver and uses it to access the internet. Plaintiff has visited <https://citizensofhumanity.com/> on several separate occasions using the JAWS and/or VoiceOver screen-readers.

26. During Plaintiff’s numerous visits to Defendant’s website, Plaintiff encountered multiple access barriers which denied Plaintiff full and equal access to the facilities, goods, and services offered to the public and made available to the public on Defendant’s website. Due to the widespread access barriers Plaintiff and Class Members encountered on Defendant’s website, Plaintiff and Class Members has been deterred, on a regular basis, from accessing Defendant’s website. Similarly, the access barriers Plaintiff has encountered on Defendant’s website have deterred Plaintiff and Class Members from visiting Defendant’s physical location.

27. While attempting to navigate Defendant’s website, Plaintiff and Class Members encountered multiple accessibility barriers for blind or visually impaired people that include, but are not limited to, the following:

- a. Lack of Alternative Text (“alt-text”), or a text equivalent. Alt-text is invisible code embedded beneath a graphic or image on a website that is read to a user by a screen-reader. For graphics or images to be fully accessible for screen-reader users, it requires that alt-text be coded with each graphic or image so that screen-reading software can speak the alt-text to describe the graphic or image where a sighted user would just see the graphic or image. Alt-text does not change the visual presentation, but instead a text box shows when the cursor hovers over the graphic or image. The lack

1 of alt-text on graphics and images prevents screen-readers from
2 accurately vocalizing a description of the image or graphic.
3 Plaintiff is further unable to access information regarding women's
4 and men's clothing items, account information, shopping cart,
5 women's e-styling sessions, men's e-styling sessions, returns and
6 exchanges, size chart, Defendant's Humanity Aspen store, sales
7 and press contacts, gift cards, and Defendant's newsletter.

8 b. Empty Links that contain No Text causing the function or purpose
9 of the link to not be presented to the user. This can introduce
10 confusion for keyboard and screen-reader users;

11 c. Redundant Links where adjacent links go to the same URL address
12 which results in additional navigation and repetition for keyboard
13 and screen-reader users; and

14 d. Linked Images missing alt-text, which causes problems if an image
15 within a link does not contain any descriptive text and that image
16 does not have alt-text. A screen reader then has no content to
17 present the user as to the function of the link, including information
18 or links for and contained in PDFs.

19 28. Recently in 2022, Plaintiff attempted to do business with Defendant
20 on Defendant's website and Plaintiff encountered barriers to access on Defendant's
21 website. Plaintiff has visited prior iterations of the website,
22 <https://citizensofhumanity.com/>, and also encountered barriers to access on
23 Defendant's website.

24 29. Despite past and recent attempts to do business with Defendant on its
25 website, the numerous access barriers contained on the website and encountered by
26 Plaintiff, have denied Plaintiff full and equal access to Defendant's website.
27 Plaintiff and Class Members, as a result of the barriers on Defendant's website,
28 continues to be deterred from accessing Defendant's website. Likewise, based on

1 the numerous access barriers Plaintiff and Class Members has been deterred and
2 impeded from the full and equal enjoyment of goods and services offered in
3 Defendant's stores and from making purchases at such physical location.

4 **DEFENDANT'S WEBSITE HAS A SUFFICIENT NEXUS TO**
5 **DEFENDANT'S STORE LOCATIONS TO SUBJECT THE WEBSITE TO**
6 **THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES**
7 **ACT**

8 30. In the Ninth Circuit a denial of equal access to a website can support
9 an ADA claim if the denial has prevented or impeded a visually impaired plaintiff
10 from equal access to, or enjoyment of, the goods and services offered at the
11 defendant's physical facilities. *See Martinez v. San Diego County Credit Union*, 50
12 Cal. App. 5th, 1048, 1063 (2020) (citing *Robles v. Domino's Pizza, LLC*, 913 F.3d
13 898, 905-06 (9th Cir. 2019)).

14 31. Defendant's website is subject to the ADA because Plaintiff was
15 unable to shop for a particular style of jeans because the alternative text for links
16 and linked images were insufficient which made it difficult for Plaintiff to
17 determine what was displayed in the images, that Defendant offers on the Website.
18 Moreover, as the jeans offered on Defendant's website are also offered at its brick-
19 and-mortar stores Plaintiff could not access the goods of Defendant's brick-and-
20 mortar stores, places of public accommodation. Thus, since the Website
21 "facilitate[s] access to the goods and services of a place of public accommodation",
22 the Website falls within the protection of the ADA because the Website "connects
23 customers to the goods and services of [Defendant's] physical" store. *Id.* at 905.

24 32. Defendant's website is replete with barriers, including but not limited
25 to, links and linked images that do not have discernible names, which impede
26 Plaintiff from accessing the goods and services of Defendant's Website. For
27 example, Plaintiff who was shopping for jeans could not ascertain which jean fit
28 her needs because the associated links and linked images were not coded properly.

1 When a link or linked image does not have a discernible name, screen-readers
2 announce it as link or image, making it unusable for users who rely on screen-
3 readers, like Plaintiff. If Defendant had sufficiently coded the links and linked
4 images on its website to be readable by Plaintiff's screen-reader, Plaintiff would
5 have been able to interact with these elements and completed a purchase as a sighted
6 person could. Defendant's failure to properly code its website so the links and
7 linked images were readable by Plaintiff's screen-reader denied her the ability to
8 access the goods of Defendant's brick-and-mortar stores.

9 33. Accordingly, Plaintiff was denied the ability to browse and make a
10 purchase, because Defendant failed to have the proper procedures in place to ensure
11 that content uploaded to the Website contains the proper coding to convey the
12 meaning and structure of the Website and the goods and services provided by
13 Defendant.

14 **DEFENDANT MUST REMOVE BARRIERS TO ITS WEBSITE**

15 34. Due to the inaccessibility of the Defendant's website, blind and
16 visually impaired customers such as Plaintiff, who need screen-readers, cannot fully
17 and equally use or enjoy the facilities and services Defendant offers to the public
18 on its website. The access barriers Plaintiff has encountered have caused a denial
19 of Plaintiff's full and equal access in the past and now deter Plaintiff on a regular
20 basis from accessing the website.

21 35. These access barriers on Defendant's website have deterred Plaintiff
22 from enjoying the goods and services of Defendant's brick-and-mortar stores which
23 are offered through Defendant's website in a full and equal manner to sighted
24 individuals. Plaintiff and Class Members intend to visit the Defendant's website in
25 the near future if Plaintiff and Class Members could access Defendant's website.

26 36. If the website were equally accessible to all, Plaintiff and Class
27 Members could independently navigate the website and complete a desired
28 transaction, as sighted individuals do.

1 37. Plaintiff, through Plaintiff's attempts to use the website, has actual
2 knowledge of the access barriers that make these services inaccessible and
3 independently unusable by blind and visually impaired people.

4 38. Because simple compliance with WCAG 2.1 would provide Plaintiff
5 and Class Members with equal access to the website, Plaintiff and Class Members
6 allege that Defendant engaged in acts of intentional discrimination, including, but
7 not limited to, the following policies or practices: constructing and maintaining a
8 website that is inaccessible to visually-impaired individuals, including Plaintiff and
9 Class Members; failing to construct and maintain a website that is sufficiently
10 intuitive so as to be equally accessible to visually-impaired individuals, including
11 Plaintiff and Class Members; and failing to take actions to correct these access
12 barriers in the face of substantial harm and discrimination to blind and visually-
13 impaired consumers, such as Plaintiff and Class Members, as a member of a
14 protected class.

15 39. The Defendant uses standards, criteria or methods of administration
16 that have the effect of discriminating or perpetuating the discrimination against
17 others, as alleged herein.

18 40. The ADA expressly contemplates the injunctive relief that Plaintiff
19 seeks in this action. In relevant part, the ADA requires:

20 In the case of violations of ... this title, injunctive relief shall include
21 an order to alter facilities to make such facilities readily accessible to
22 and usable by individuals with disabilities Where appropriate,
23 injunctive relief shall also include requiring the ... modification of a
24 policy 42 U.S.C. § 12188(a)(2).

25 41. Because Defendant's website has never been equally accessible, and
26 because Defendant lacks a corporate policy that is reasonably calculated to cause
27 the Defendant's website to become and remain accessible, Plaintiff invokes
28 U.S.C. § 12188(a)(2) and seeks a permanent injunction requiring the Defendant to

1 retain a qualified consultant acceptable to Plaintiff to assist Defendant to comply
2 with WCAG 2.1 guidelines for Defendant's website. The website must be
3 accessible for individuals with disabilities who use desktop computers, laptops,
4 tablets, and smartphones. Plaintiff and Class Members seek that this permanent
5 injunction require Defendant to cooperate with the agreed-upon consultant to: train
6 Defendant's employees and agents who develop the website on accessibility
7 compliance under the WCAG 2.1 guidelines; regularly check the accessibility of
8 the website under the WCAG 2.1 guidelines; regularly test user accessibility by
9 blind or vision-impaired persons to ensure that the Defendant's website complies
10 under the WCAG 2.1 guidelines; and develop an accessibility policy that is clearly
11 disclosed on the Defendant's website, with contact information for users to report
12 accessibility-related problems and require that any third-party vendors who
13 participate on the Defendant's website to be fully accessible to the disabled by
14 conforming with WCAG 2.1.

15 42. If Defendant's website were accessible, Plaintiff and Class Members
16 could independently access information about the hours, services offered, and
17 goods available for online purchase.

18 43. Although Defendant may currently have centralized policies regarding
19 maintaining and operating Defendant's website, Defendant lacks a plan and policy
20 reasonably calculated to make Defendant's website fully and equally accessible to,
21 and independently usable by, blind and other visually impaired consumers.

22 44. Defendant has, upon information and belief, invested substantial sums
23 in developing and maintaining Defendant's website, and Defendant has generated
24 significant revenue from Defendant's website. These amounts are far greater than
25 the associated cost of making Defendant's website equally accessible to visually
26 impaired customers.

27 45. Without injunctive relief, Plaintiff and Class Members will continue to
28 be unable to independently use Defendant's website, violating their rights.

CLASS ACTION ALLEGATIONS

46. Plaintiff, on behalf of herself and all others similarly situated, seeks to certify a Nationwide Class under Fed. R. Civ. P. 23(a) and 23(b)(2), the Nationwide Class is initially defined as follows:

all legally blind individuals who have attempted to access Defendant's website by the use of a screen reading software during the applicable limitations period up to and including final judgment in this action.

47. The California Class is initially defined as follows:

all legally blind individuals in the State of California who have attempted to access Defendant's website by the use of a screen reading software during the applicable limitations period up to and including final judgment in this action.

48. Excluded from each of the above Classes is Defendant, including any entity in which Defendant has a controlling interest, is a parent or subsidiary, or which is controlled by Defendant, as well as the officers, directors, affiliates, legal representatives, heirs, predecessors, successors, and assigns of Defendant. Also excluded are the judge and court personnel in this case and any members of their immediate families. Plaintiff reserves the right to amend the Class definitions if discovery and further investigation reveal that the Classes should be expanded or otherwise modified.

49. *Numerosity*: Fed. R. Civ. P. 23(a)(1). This action has been brought and may properly be maintained as a class action against Defendant under Rules 23(b)(1)(B) and 23(b)(3) of the Federal Rules of Civil Procedure. While the exact number and identities of other Class Members are unknown to Plaintiff at this time, Plaintiff is informed and believes that there are thousands of Members in the Class. Based on the number of customers who have visited Defendant's California stores, it is estimated that the Class is composed of more than 3,000 persons. Furthermore, even if subclasses need to be created for these consumers, it is estimated that each subclass would have thousands of Members. The Members of the Class are so

1 numerous that joinder of all Members is impracticable and the disposition of their
2 claims in a class action rather than in individual actions will benefit the parties and
3 the courts.

4 50. *Typicality*: Plaintiff's and Class Members' claims are typical of the
5 claims of the Members of the Class as all Members of the Class are similarly
6 affected by Defendant's wrongful conduct, as detailed herein.

7 51. *Adequacy*: Plaintiff will fairly and adequately protect the interests of
8 the Members of the Class in that they have no interests antagonistic to those of the
9 other Members of the Class. Plaintiff has retained experienced and competent
10 counsel.

11 52. *Superiority*: A class action is superior to other available methods for
12 the fair and efficient adjudication of this controversy. Since the damages sustained
13 by individual Class Members may be relatively small, the expense and burden of
14 individual litigation makes it impracticable for the Members of the Class to
15 individually seek redress for the wrongful conduct alleged herein. Furthermore, the
16 adjudication of this controversy through a class action will avoid the potentially
17 inconsistent and conflicting adjudications of the claims asserted herein. There will
18 be no difficulty in the management of this action as a class action. If Class treatment
19 of these claims were not available, Defendant would likely unfairly receive
20 thousands of dollars or more in improper revenue.

21 53. *Common Questions Predominate*: Common questions of law and fact
22 exist as to all Members of the Class and predominate over any questions solely
23 affecting individual Members of the Class. Among the common questions of law
24 and fact applicable to the Class are:

- 25 i. Whether Defendant's website, <https://citizensofhumanity.com/>,
26 is inaccessible to the visually impaired who use screen reading
27 software to access internet websites;
28 ii. Whether Plaintiff and Class Members have been unable to

access <https://citizensofhumanity.com/> through the use of screen reading software;

iii. Whether the deficiencies in Defendant's website violate the Americans with Disabilities Act of 1990, 42 U.S.C. § 12181 *et seq.*;

iv. Whether the deficiencies in Defendant's website violate the California Unruh Civil Rights Act, California Civil Code § 51 *et seq.*;

v. Whether, and to what extent, injunctive relief should be imposed on Defendant to make <https://citizensofhumanity.com/> readily accessible to and usable by visually impaired individuals;

vi. Whether Plaintiff and Class Members are entitled to recover statutory damages with respect to Defendant's wrongful conduct; and

vii. Whether further legal and/or equitable relief should be granted by the Court in this action.

54. The class is readily definable, and prosecution of this action as a Class action will reduce the possibility of repetitious litigation. Plaintiff knows of no difficulty which will be encountered in the management of this litigation which would preclude their maintenance of this matter as a Class action.

55. The prerequisites to maintaining a class action for injunctive relief or equitable relief pursuant to Rule 23(b)(2) are met, as Defendant has acted or refused to act on grounds generally applicable to the Class, thereby making appropriate final injunctive or equitable relief with respect to the Class as a whole.

56. The prerequisites to maintaining a class action for injunctive relief or equitable relief pursuant to Rule 23(b)(3) are met, as questions of law or fact common to the Class predominate over any questions affecting only individual Members; and a class action is superior to other available methods for fairly and

efficiently adjudicating the controversy.

57. The prosecution of separate actions by Members of the Class would create a risk of establishing inconsistent rulings and/or incompatible standards of conduct for Defendant. Additionally, individual actions may be dispositive of the interests of all Members of the Class, although certain Class Members are not parties to such actions.

58. Defendant's conduct is generally applicable to the Class as a whole and Plaintiff seeks, *inter alia*, equitable remedies with respect to the Class as a whole. As such, Defendant's systematic policies and practices make declaratory relief with respect to the Class as a whole appropriate.

COUNT I
VIOLATIONS OF THE AMERICANS WITH DISABILITIES ACT, 42
U.S.C. § 12181 *ET SEQ.*

(On Behalf of Plaintiff, the Nationwide Class, and the California Class)

59. Plaintiff alleges and incorporates herein by reference each and every allegation contained in paragraphs 1 through 58, inclusive, of this Complaint as if set forth fully herein.

60. Section 302(a) of Title III of the ADA, 42 U.S.C. § 12181 *et seq.*, provides: "No individual shall be discriminated against on the basis of disability in the full and equal enjoyment of the goods, services, facilities, privileges, advantages, or accommodations of any place of public accommodation by any person who owns, leases (or leases to), or operates a place of public accommodation." 42 U.S.C. § 12182(a).

61. Under Section 302(b)(2) of Title III of the ADA, unlawful discrimination also includes, among other things: "a failure to make reasonable modifications in policies, practices, or procedures, when such modifications are necessary to afford such goods, services, facilities, privileges, advantages, or accommodations to individuals with disabilities, unless the entity can demonstrate

1 that making such modifications would fundamentally alter the nature of such goods,
2 services, facilities, privileges, advantages or accommodations”; and “a failure to
3 take such steps as may be necessary to ensure that no individual with a disability is
4 excluded, denied services, segregated or otherwise treated differently than other
5 individuals because of the absence of auxiliary aids and services, unless the entity
6 can demonstrate that taking such steps would fundamentally alter the nature of the
7 good, service, facility, privilege, advantage, or accommodation being offered or
8 would result in an undue burden.” 42 U.S.C. § 12182(b)(2)(A)(ii)-(iii). “A public
9 accommodation shall take those steps that may be necessary to ensure that no
10 individual with a disability is excluded, denied services, segregated or otherwise
11 treated differently than other individuals because of the absence of auxiliary aids
12 and services, unless the public accommodation can demonstrate that taking those
13 steps would fundamentally alter the nature of the goods, services, facilities,
14 privileges, advantages, or accommodations being offered or would result in an
15 undue burden, i.e., significant difficulty or expense.” 28 C.F.R. § 36.303(a). In
16 order to be effective, auxiliary aids and services must be provided in accessible
17 formats, in a timely manner, and in such a way as to protect the privacy and
18 independence of the individual with a disability.” 28 C.F.R. § 36.303(c)(1)(ii).

19 62. Defendant’s locations are “public accommodations” within the
20 meaning of 42 U.S.C. § 12181 *et seq.* Defendant generates millions of dollars in
21 revenue from the sale of its amenities and services, privileges, advantages, and
22 accommodations in California through its locations, related services, privileges,
23 advantages, and accommodations, and its website, <https://citizensofhumanity.com/>,
24 is a service, privilege, advantage, and accommodation provided by Defendant that
25 is inaccessible to customers who are visually-impaired like Plaintiff. This
26 inaccessibility denies visually impaired customers full and equal enjoyment of and
27 access to the facilities and services, privileges, advantages, and accommodations
28 that Defendant makes available to the non-disabled public. Defendant is violating

1 the Americans with Disabilities Act, 42 U.S.C. § 12181 *et seq.*, in that Defendant
2 denies visually impaired customers the services, privileges, advantages, and
3 accommodations provided by <https://citizensofhumanity.com/>. These violations
4 are ongoing.

5 63. Defendant's actions constitute intentional discrimination against
6 Plaintiff and Class Members on the basis of a disability in violation of the
7 Americans with Disabilities Act, 42 U.S.C. § 12181 *et seq.* in that: Defendant has
8 constructed a website that is inaccessible to Plaintiff; maintains the website in this
9 inaccessible form; and has failed to take adequate actions to correct these barriers
10 even after being notified of the discrimination that such barriers cause.

11 64. Pursuant to 42 U.S.C. § 12188 and the remedies, procedures, and rights
12 set forth and incorporated therein, Plaintiff requests relief as set forth below.

13 **COUNT II**

14 **VIOLATIONS OF THE UNRUH CIVIL RIGHTS ACT, CALIFORNIA** 15 **CIVIL CODE § 51 *ET SEQ.***

16 (On Behalf of Plaintiff and the California Class)

17 65. Plaintiff alleges and incorporates herein by reference each and every
18 allegation contained in paragraphs 1 through 64, inclusive, of this Complaint as if
19 set forth fully herein.

20 66. Defendant's locations are a "business establishment" within the
21 meaning of the California Civil Code § 51 *et seq.* Defendant generates millions of
22 dollars in revenue from the sale of its services in California through its locations
23 and related services, and <https://citizensofhumanity.com/> is a service provided by
24 Defendant that is inaccessible to customers who are visually impaired like Plaintiff
25 and Class Members. This inaccessibility denies visually impaired customers full
26 and equal access to Defendant's facilities and services that Defendant makes
27 available to the non-disabled public. Defendant is violating the Unruh Civil Rights
28 Act, California Civil Code § 51 *et seq.*, in that Defendant is denying visually

1 impaired customers the services provided by <https://citizensofhumanity.com/>.
2 These violations are ongoing.

3 67. Defendant's actions constitute intentional discrimination against
4 Plaintiff and Class Members on the basis of a disability in violation of the Unruh
5 Civil Rights Act, California Civil Code § 51 *et seq.* in that: Defendant has
6 constructed a website that is inaccessible to Plaintiff and Class Members; maintains
7 the website in this inaccessible form; and has failed to take adequate actions to
8 correct these barriers even after being notified of the discrimination that such
9 barriers cause.

10 68. Defendant is also violating the Unruh Civil Rights Act, California
11 Civil Code § 51 *et seq.* in that the conduct alleged herein likewise constitutes a
12 violation of various provisions of the ADA, 42 U.S.C. § 12101 *et seq.* Section 51(f)
13 of the California Civil Code provides that a violation of the right of any individual
14 under the ADA shall also constitute a violation of the Unruh Civil Rights Act.

15 69. The actions of Defendant were and are in violation of the Unruh Civil
16 Rights Act, California Civil Code § 51 *et seq.*, and, therefore, Plaintiff is entitled to
17 injunctive relief remedying the discrimination.

18 70. Plaintiff and Class Members are also entitled to statutory minimum
19 damages pursuant to California Civil Code § 52 for each and every offense.

20 71. Plaintiff and Class Members are also entitled to reasonable attorneys'
21 fees and costs.

22 72. Plaintiff and Class Members are also entitled to a preliminary and
23 permanent injunction enjoining Defendant from violating the Unruh Civil Rights
24 Act, California Civil Code § 51 *et seq.*, and requiring Defendant to take the steps
25 necessary to make <https://citizensofhumanity.com/> readily accessible to and usable
26 by visually impaired individuals.

27 **PRAYER FOR RELIEF**

28 WHEREFORE, Plaintiff, individually and on behalf of all Class Members,

1 respectfully requests that the Court enter judgment in her favor and against
2 Defendant as follows:

- 3 A. For an Order certifying the Nationwide Class and California Class as
4 defined herein and appointing Plaintiff and her Counsel to represent
5 the Nationwide Class and the California Class;
- 6 B. A preliminary and permanent injunction pursuant to 42 U.S.C. §
7 12188(a)(1) and (2) and section 52.1 of the California Civil Code
8 enjoining Defendant from violating the Unruh Civil Rights Act and
9 ADA and requiring Defendant to take the steps necessary to make
10 <https://citizensofhumanity.com/> readily accessible to and usable by
11 visually-impaired individuals;
- 12 C. An award of statutory minimum damages of \$4,000 per offense
13 pursuant to section 52(a) of the California Civil Code.
- 14 D. For attorneys' fees and expenses pursuant to California Civil Code §§
15 52(a), 52.1(h), and 42 U.S.C. § 12205;
- 16 E. For pre-judgment interest to the extent permitted by law;
- 17 F. For costs of suit; and
- 18 G. For such other and further relief as the Court deems just and proper.

19 **DEMAND FOR JURY TRIAL**

20 Plaintiff, on behalf of herself and all others similarly situated, hereby
21 demands a jury trial for all claims so triable.

22
23 Dated: May 4, 2022

Respectfully Submitted,

24 /s/ Thiago M. Coelho

25 Thiago M. Coelho

26 Binyamin I. Manoucheri

27 **WILSHIRE LAW FIRM**

28 *Attorneys for Plaintiff*